

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**GOLDEN MILE HOTELS, LLC
D/B/A EUROSTARS MAGNIFICENT
MILE HOTEL**

and

**Cases 13-CA-250520
13-CA-266208
13-CA-272672**

UNITE HERE, LOCAL 1

DECISION AND ORDER

Statement of the Case

On June 25, 2021, Golden Mile Hotels, LLC d/b/a Eurostars Magnificent Mile Hotel (the Respondent), UNITE HERE, Local 1 (the Union), and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The Respondent waived all further and other proceedings before the Board to which it may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Employer's business

(a) The Respondent is a limited liability company with an office and place of business in Chicago, Illinois, and is engaged in the business of providing hotel and lodging services.

(b) During the past twelve months, a representative period, the Employer at its Chicago, Illinois, facility derived gross revenues in excess of \$500,000.

(c) During the past twelve months, a representative period, in conducting its business operations described above in paragraph 1(a), the Respondent purchased and received goods, products and materials valued in excess of \$5,000 directly from points outside the State of Illinois.

(d) At all material times, the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Successor Status

(a) About May 1, 2019, the Respondent entered into a lease to manage a hotel in the same place where the Dana Hotel, LLC formerly operated, and since then has continued to operate its hotel, and has employed as a majority of its employees individuals who were previously employees of the Dana Hotel.

(b) Based on its operations described above in paragraph 2(a), the Respondent has continued as the employing entity and is a successor to the Dana Hotel.

3. The labor organization involved

The Union is a labor organization within the meaning of Section 2(5) of the Act.

4. The following employees of the Respondent (the Unit) constitute a unit appropriate for the purposes of collective-bargaining within the meaning of Section 9(b) of the Act:

Included: All Housekeepers (including Turndown Attendants), Housemen, and Mini Bar Attendants employed by the Employer at its facility currently located at 660 N. State Street, Chicago, Illinois 60654.

Excluded: All other employees, office clerical employees and guards, professional employees and supervisors as defined by the Act.

5. On July 30, 2018, the Charging Party was certified as the exclusive collective-bargaining representative of the Unit employed by the Dana Hotel and since that time through about May 1, 2019, the Charging Party had been recognized as such representative by the Dana Hotel.

6. Since about May 1, 2019, the Charging Party has been the designated exclusive collective-bargaining representative of the Respondent's employees in the Unit.

7. From about July 30, 2018 to May 1, 2019, based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by the Dana Hotel.

8. At all times since about May 1, 2019, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Respondent's employees in the Unit.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, Golden Mile Hotels, d/b/a Eurostars Magnificent Mile Hotel, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Failing and refusing to provide notice and an opportunity to bargain over proposed changes to working conditions and the effects of such changes on the Charging Party before implementing such changes.

(b) Failing and refusing to meet at reasonable times and intervals with the Charging Party to bargain over a collective-bargaining agreement.

(c) Failing to furnish, or unreasonably delaying furnishing, the Charging Party with requested information that is relevant and necessary to its role as collective-bargaining representative.

(d) In any like or related manner, interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) At the Charging Party's request, rescind changes to terms and conditions of employment that were made without first bargaining with the Charging Party, as identified in paragraphs VI(c)(1) through VI(c)(4) of the settlement stipulation.¹ The Parties agree that the Respondent has already returned to a 9 a.m. Sunday schedule, bargained with the

¹ These paragraphs provide: (1) Since about August 2019, the Respondent changed the Sunday shift start time from 9:00 am to 10:00 am. Effective September 27, 2020, the Company reinstated a 9:00 am start time; (2) Since about June 2019, the Respondent ended the practice of reimbursing employees up to \$20 for work shoes. The Respondent reinstated this practice upon the effective date of the Informal Settlement Agreement in Case 13- CA-250520; (3) Since about October 2019, the Respondent installed surveillance cameras in its facility which oversees employee work areas. On September 26, 2020, the Respondent disabled the at issue cameras. The parties have since reached agreement on this issue and the Respondent reactivated the cameras pursuant to that agreement; and (4) Since about August 10, 2021, the Respondent changed the PM shift from eight hours to five hours.

Charging Party over the cameras, and provided reimbursement for work shoes, as identified in paragraph 2(b) below.

(b) Within 30 days of service of this Order, upon request and submission of receipt, reimburse unit employees \$20 for work shoes purchased since May 2019, to the extent it has not already done so, but not more than one pair in a one-year period.

(c) At the Charging Party's request and upon identification, rescind all specified adverse consequences visited upon employees as a result of the Respondent's refusal and failure to bargain over the effects of its changes to daily room cleaning duties, if any.

(d) Within 14 days after service of this Order, the Charging Party will notify the Respondent in writing whether the Charging Party is missing any information responsive to its requests and identify to the Respondent in writing what information is missing. Within 14 days after the Charging Party notifies the Respondent of what information is missing, the Respondent will provide the Charging Party the information it requested on June 8, August 11, and September 8, 2020, to the extent it has not already done so and, if responsive information does not exist, promptly notify the Charging Party of such.

(e) Meet at reasonable times and intervals and bargain in good faith with the Charging Party as the recognized bargaining representative of the Unit for the period required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), and put in writing and sign any agreement reached on terms and conditions of employment for employees in the unit.

(f) At the Charging Party's request, commit to a bargaining schedule with the Charging Party, and reduce the schedule to writing, until a collective-bargaining agreement or lawful impasse is reached.

(g) Within 14 days after service of this Order, post copies of the attached Notice marked Appendix "A" at its Chicago facility. Copies of the Notice, on forms provided by the Regional Director for Region 13, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Employer's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

(h) Within 21 days after service of this Order, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply with this Order.

Dated, Washington, D.C., November 29, 2021.

Marvin E. Kaplan	Member
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Gwynne A. Wilcox	Member
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David M. Prouty	Member
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(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

UNITE HERE, LOCAL 1 is the representative in dealing with us regarding wages, hours, and other working conditions of the employees in the following unit:

Included: All Housekeepers (including Turndown Attendants), Housemen, and Mini Bar Attendants employed by the Employer at its facility currently located at 660 N. State Street, Chicago, Illinois 60654.

Excluded: All other employees, office clerical employees and guards, professional employees and supervisors as defined by the Act.

WE WILL NOT refuse to meet and bargain in good faith with your Union over any proposed changes in wages, hours, and working conditions before putting such changes into effect.

WE WILL NOT refuse to meet and bargain in good faith with your Union with respect to

1. Future installation and use of surveillance cameras;
2. Future changes to established shift times;
3. Changes to established shift lengths;
4. Any changes to the payment of the \$20 shoe credit;
5. The effects of our decision to change your daily room cleaning duties;
6. The effects of our decision to temporarily close;
7. The effects of our decision to reopen.

WE WILL NOT refuse to meet at reasonable times and intervals and bargain in good faith with your Union over a collective-bargaining agreement.

WE WILL NOT refuse to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL, if requested by the Union, rescind any changes to your terms and conditions of employment that we made without bargaining with the Union with respect to changes to established shift lengths.

WE HAVE rescinded and bargained with the Union over our October 2019 installation and use of surveillance cameras, our August 2019 changes to established Sunday shift times, and June 2019 changes to the \$20 shoe credit.

WE WILL, upon request and submission of the receipt, pay you \$20 for work shoes purchased since May 2019 to the extent we have not already done so, but not more than one pair in a one-year period.

WE WILL, if requested by the Union, bargain over the effects of our decisions to temporarily close in March 2020, and to reopen in August 2020.

WE WILL, if requested and identified by the Union, rescind any changes to your terms and conditions of employment that resulted from our refusal and failure to bargain over the effects of our decision to change your daily room cleaning duties.

WE WILL provide the Union with information it requested on June 8, August 11, and September 8, 2020, to the extent we have not already done so.

WE WILL, if requested by the Union, meet at reasonable times and intervals and bargain in good faith with the Union as your recognized bargaining representative for the period required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the unit.

WE WILL, if requested by the Union, commit to a bargaining schedule with the Union, and reduce the schedule to writing, until a collective-bargaining agreement or lawful impasse is reached.

GOLDEN MILE HOTELS d/b/a EUROSTARS MAGNIFICENT MILE HOTEL

The Board's decision can be found at <http://www.nlr.gov/case/13-CA-250520> or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

